

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

Case No. 12-12020-mg

- - - - -x

In the Matter of:

RESIDENTIAL CAPITAL, LLC, et al.,  
Debtors.

- - - - -x

United States Bankruptcy Court  
One Bowling Green  
New York, New York

June 21, 2018  
10:09 AM

B E F O R E:  
HON. MARTIN GLENN  
U.S. BANKRUPTCY JUDGE

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

(CC: Doc. No. 10520) Hearing RE: Motion for Leave to File Proof  
of Claim out of Time, and Motion to Allow Claimant To Continue  
To Litigate Debtor In The District Court, filed by Lolina  
Porter.

Transcribed by: Penina Wolicki  
eScribers, LLC  
352 Seventh Avenue, Suite #604  
New York, NY 10001  
(973)406-2250  
operations@escribers.net

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

A P P E A R A N C E S:

MORRISON & FOERSTER LLP

Attorneys for ResCap Borrower Claims Trust  
250 West 55th Street  
New York, NY 10019

BY: NORMAN S. ROSENBAUM, ESQ.

KRAMER LEVIN NAFTALIS & FRANKEL LLP

Attorneys for ResCap Liquidating Trust  
1177 Avenue of the Americas  
New York, NY 10036

BY: JOSEPH A. SHIFER, ESQ.

LOLINA PORTER

Pro Se

RESIDENTIAL CAPITAL, LLC, ET AL.

4

1 P R O C E E D I N G S

2 THE COURT: All right, please be seated. We're here  
3 in Residential Capital, 12-12020. Mr. Rosenbaum?

4 MR. ROSENBAUM: Good morning, Your Honor. Norm  
5 Rosenbaum, Morrison & Foerster, for the ResCap Borrowers Claims  
6 Trust and the ResCap Liquidating Trust.

7 THE COURT: Okay.

8 MR. ROSENBAUM: Your Honor, the first matter on the  
9 agenda is a status conference.

10 THE COURT: Yeah, let's deal with the -- are you Ms.  
11 Porter?

12 MS. PORTER: Yes, Your Honor.

13 THE COURT: Let's deal with the Porter matter first.

14 MR. ROSENBAUM: Okay.

15 THE COURT: And then we'll deal with the --

16 MR. ROSENBAUM: And Your Honor, Mr. Shifer is here on  
17 behalf of the --

18 THE COURT: Sure.

19 MR. ROSENBAUM: -- Liquidating Trust to address those  
20 status conferences.

21 THE COURT: Yes, thank you. All right. So we'll deal  
22 with the claim objection -- not the claim -- the motion for  
23 leave to file late claim.

24 Could you make your appearance, please?

25 MS. PORTER: Sure.

1 THE COURT: You can do it from there and then --

2 MS. PORTER: Oh. My name, Your Honor, is Lolina  
3 Porter. I'm here representing myself as pro se.

4 THE COURT: Okay. Why don't you go ahead and have a  
5 seat.

6 Mr. Rosenbaum, are you going to address the -- well,  
7 go ahead. No, Ms. Porter, it's your motion. Go ahead.

8 MS. PORTER: Your Honor, first of all, good morning.

9 THE COURT: Good morning.

10 MS. PORTER: Thank you for allowing this to happen. I  
11 really appreciate it so much. This case has meant a lot to me,  
12 back in the day when I was hurt from family side and at the  
13 same time liability time.

14 Anyway, I'm here this morning, Your Honor, to strongly  
15 plead and beg the Court to allow me to file as a claimant in  
16 the GMAC bankruptcy Chapter 13 (sic), due to the reasons that I  
17 was out of the country a lot during those times, that I wasn't  
18 able to really attend to the matters regarding this particular  
19 case.

20 I felt that I failed the Court, so I would like to ask  
21 your forgiveness for that. But I would like also to stress  
22 that I didn't mean to not reply or not attend to this matter,  
23 because it is so dear for me. But the life of my child -- my  
24 daughter, who got kidnapped, was also dear to me, and I had to  
25 attend to those matters at that time.

RESIDENTIAL CAPITAL, LLC, ET AL.

6

1 THE COURT: Did you -- bear with me a second, Ms.  
2 Porter.

3 So your address in California was 832 Monterey Road,  
4 Glendale; is that correct?

5 MS. PORTER: Yes, Your Honor.

6 THE COURT: And that was always your home?

7 MS. PORTER: That was always our home.

8 THE COURT: Okay. Are you still living there?

9 MS. PORTER: Yes, sir.

10 THE COURT: Okay. All right. I just wanted to be  
11 sure that that was the correct address.

12 MS. PORTER: Yes, Your Honor. That was --

13 THE COURT: Okay. Go ahead -- anything else you want  
14 to tell me?

15 MS. PORTER: According -- based on my research that  
16 excusable neglect, I'm sure -- I'm just hoping and believing  
17 that through Bankruptcy Rule 9006 that I can be allowed to file  
18 a late claim, if I satisfy the excusable neglect such as the  
19 reason for the delay, including whether it wasn't in the  
20 movant's reasonable control. And I do believe that I fall  
21 under that category, Your Honor.

22 THE COURT: You filed a lawsuit. Where was that  
23 lawsuit?

24 MS. PORTER: Western District of Tennessee, Your  
25 Honor.

1 THE COURT: If you were living in California, why did  
2 you file it in Tennessee?

3 MS. PORTER: Because the property, Your Honor, our  
4 livelihood is in Tennessee, the one that was foreclosed while  
5 my husband was -- had a stroke.

6 THE COURT: I see. So you were living in California,  
7 but you owned a property in Tennessee?

8 MS. PORTER: Yes, Your Honor.

9 THE COURT: Okay.

10 MS. PORTER: Yeah, that's part of our livelihood.

11 THE COURT: This was a rental property that you had in  
12 Tennessee?

13 MS. PORTER: Yes, Your Honor. Back in the day, I was  
14 a programmer, working hard, no kids yet, so at that time, I  
15 hoped to be a mother and replace my income. So while I'm  
16 working, I bought some properties to rent out, hence we got all  
17 these properties, and I was able to become a mother to my  
18 children.

19 THE COURT: Can you describe for me the property in  
20 Tennessee?

21 MS. PORTER: Your Honor, that property, the subject  
22 property, is a three-bedroom, two-bath. It's a townhouse. And  
23 it was rented at that time for 1,025.

24 THE COURT: Had you lived in that property -- had you  
25 lived in Tennessee at any point?

RESIDENTIAL CAPITAL, LLC, ET AL.

8

1 MS. PORTER: Just vacation time, Your Honor. Yeah.

2 THE COURT: So your -- the Glendale property was  
3 always your home?

4 MS. PORTER: Yes, Your Honor.

5 THE COURT: Okay. Anything else you want to tell me?

6 MS. PORTER: I just pray, Your Honor, that you will  
7 help me get able to file a claim.

8 THE COURT: All right. Thank you very much.

9 MS. PORTER: Thank you, Your Honor.

10 THE COURT: Mr. Rosenbaum.

11 MR. ROSENBAUM: Norm Rosenbaum for the ResCap Borrower  
12 Claims Trust.

13 Your Honor, as we set forth in our papers, although  
14 Ms. Porter has obviously had some unfortunate family  
15 circumstances and for the purposes of this hearing is not to  
16 test the veracity of those, we feel that, as we've outlined,  
17 she's failed to satisfy the excusable neglect standards under  
18 Pioneer and as interpreted in the Second Circuit.

19 Your Honor, I just wanted to bring to the Court's  
20 attention one item. Since the briefing in this matter --

21 THE COURT: Yes.

22 MR. ROSENBAUM: -- the district court action has been  
23 dismissed. GMAC had filed a motion in the district court  
24 action to enforce the enforcement order --

25 THE COURT: Yes.



RESIDENTIAL CAPITAL, LLC, ET AL.

9

1 MR. ROSENBAUM: -- that the court entered in  
2 connection with the procedures order. And that was briefed.  
3 And the magistrate ruled on it and dismissed the case based on,  
4 number one, enforcement of the enforcement order, giving  
5 judicial notice to it; and also on the grounds of res judicata.

6 I have copies of those orders, if you'd like to see,  
7 but it's not --

8 THE COURT: Yeah, I would --

9 MR. ROSENBAUM: -- it's not on the PACER docket.

10 THE COURT: There were some other defendants in the  
11 case, though, as well.

12 MR. ROSENBAUM: So Ms. Porter sued -- this case was  
13 initiated in state court and was removed. She sued -- in  
14 addition to an entity that she identified as GMAC Residential  
15 Funding Corp., she also sued Aurora Financial Services, who  
16 was --

17 THE COURT: Aurora Loan Services.

18 MR. ROSENBAUM: Aurora Loan Services, to whom the --  
19 to which the servicing was transferred in --

20 THE COURT: GMAC had been servicing the loan --

21 MR. ROSENBAUM: I believe it was --

22 THE COURT: -- and it transferred to Aurora?

23 MR. ROSENBAUM: Yeah, it would either have been GMAC  
24 or Homecomings at the time.

25 THE COURT: Okay.

1 MR. ROSENBAUM: This loan was originated in 2005. And  
2 the servicing was transferred to Aurora in April 2008. And  
3 subsequently, what transpired in that litigation was initial  
4 filings and motion practice. The court, based on the filing of  
5 the notice of bankruptcy, stayed the entire matter in June of  
6 2012 and then reopened it post-effective-date.

7 And there had been some briefing and motions to  
8 dismiss filed prior to the district court staying the matter.  
9 Part of a -- Aurora had filed a motion to dismiss that was  
10 granted in part and denied in part. And then subsequent to the  
11 court reopening the case --

12 THE COURT: There was also a Genworth Financial that  
13 was --

14 MR. ROSENBAUM: Yeah, Genworth Financial was the PMI  
15 insurer. Addressing Genworth Financial, subsequent to the  
16 court reopening the case, both Aurora and Genworth renewed  
17 their motions -- 12(b)(6) motions to dismiss. The magistrate  
18 ruled in their favor, and then the district court dismissed all  
19 counts against both Aurora and Genworth. And at the same time  
20 that the court dismissed the counts against Genworth, based on  
21 the magistrate's recommendation, the district court dismissed  
22 as against GMAC.

23 THE COURT: When was the case reopened?

24 MR. ROSENBAUM: May 19th, 2016.

25 THE COURT: Did the court enter an opinion or an

1 order, or did the magistrate judge write it and the district  
2 court enter the dismissal against Aurora and Genworth? What  
3 were the reasons that the motion to dismiss was granted as to  
4 those defendants?

5 MR. ROSENBAUM: As to Aurora and Genworth?

6 THE COURT: Yes.

7 MR. ROSENBAUM: I can't speak to all the specifics,  
8 but it was failure to state a claim --

9 THE COURT: Okay.

10 MR. ROSENBAUM: -- based on a -- the court went  
11 through -- there was extensive briefing by Aurora initially and  
12 subsequently, and Aurora meticulously went through the counts.

13 THE COURT: Okay.

14 MR. ROSENBAUM: And basically the magistrate agreed  
15 with Aurora's position and Genworth's position.

16 THE COURT: And when was the -- you say that based on  
17 the notice of the bankruptcy -- once it was reopened, it was  
18 then dismissed against GMAC as well?

19 MR. ROSENBAUM: Yes, it was, Your Honor. Those  
20 orders --

21 THE COURT: And when was that?

22 MR. ROSENBAUM: Those orders were -- the order was  
23 entered on April 30th, 2018, adopting the magistrate's  
24 recommendation.

25 THE COURT: And do you have a copy of that order you

1 can get to us?

2 MR. ROSENBAUM: I do.

3 THE COURT: Okay. All right. Anything else you want  
4 to tell me?

5 MR. ROSENBAUM: Your Honor, I think we've outlined the  
6 basis for excusable neglect or the lack to satisfy the burden  
7 of excusable neglect in our papers.

8 I would just add that again, these are unfortunate  
9 circumstances, and I'm not here to challenge Ms. Porter's  
10 allegations, but it appears to us, based on what's available on  
11 the record, that the failure to file the proof of claim was  
12 really within movant's control.

13 I would note that I think a couple things are  
14 significant. Based on the outline of events that Ms. Porter  
15 outlined in her response, it appears that many of the  
16 unfortunate circumstances that befell her husband and her child  
17 really took place before the bar date. Ms. Porter was active  
18 in the district court action through June of 2012. The docket  
19 entries reflect that. So she really hasn't proffered or  
20 offered any explanation why she couldn't comply with the  
21 original bar date, which was November 16th, 2012.

22 And then subsequent to receiving notice of the bar  
23 date, as we outlined in our papers, both pursuant to the  
24 proceedings in this court and multiple notices filed in the  
25 district court action where counsel for GMAC was updating the

1 court, Ms. Porter was put on notice on several occasions during  
2 the course of five years that -- the effect of the bar date,  
3 the effect of the plan and confirmation order, and the fact  
4 that she failed to file a proof of claim.

5 And again, it doesn't appear that there's a  
6 satisfactory explanation why she didn't file this motion  
7 until --

8 THE COURT: Okay. I have those arguments.

9 MR. ROSENBAUM: Okay. Thank you, Your Honor.

10 THE COURT: Okay.

11 MR. ROSENBAUM: And the only other thing I'd want to  
12 point out is that it seems to be undisputed that the bar date  
13 was received at her home address.

14 THE COURT: Okay. All right. Thank you very much,  
15 Mr. Rosenbaum.

16 MR. ROSENBAUM: Thank you, Your Honor.

17 THE COURT: Ms. Porter, is there anything else you  
18 want to tell me?

19 MS. PORTER: Your Honor, I just wanted to respond to  
20 Mr. Norman's (sic) statement that I was active as of 2012. I  
21 may have replied to one letter or one motion at that time. But  
22 it was at the time when my daughter was -- almost wanted to  
23 kill herself, and so I had to group myself and embrace my  
24 daughter first.

25 THE COURT: All right. All right, I'm going to take

1 the matter under submission.

2 Mr. Rosenbaum, if you would give my law clerk the  
3 copies of those orders, she --

4 MR. ROSENBAUM: Your Honor, may I just add one thing?

5 THE COURT: Yes.

6 MR. ROSENBAUM: I just wanted to thank Ms. Porter for  
7 accommodating my schedule and adjourning this and changing her  
8 flight coming here. So I very much appreciate it.

9 THE COURT: Okay, thank you. Thank you very much for  
10 being here this morning.

11 MS. PORTER: You're welcome, Your Honor.

12 THE COURT: Okay. You can either stay -- we're going  
13 to move on to other matters.

14 MS. PORTER: Oh.

15 THE COURT: So you're excused, or you can stay.  
16 That's fine. Okay?

17 MS. PORTER: Sure.

18 THE COURT: And at the end of the hearing, Mr.  
19 Rosenbaum, you can give my clerks the copies --

20 MR. ROSENBAUM: Okay.

21 THE COURT: -- of those orders.

22 All right, now let's go on to the general status of --

23 MR. ROSENBAUM: I'll cede the podium to Mr. Fischer  
24 (sic), Your Honor.

25 MR. SHIFER: Good morning, Your Honor. Joseph Shifer,

1 Kramer Levin Naftalis & Frankel, for the ResCap Liquidating  
2 Trust. I understand Your Honor wanted a -- it's been a while  
3 since I've been up here.

4 THE COURT: It's true.

5 MR. SHIFER: It's good to be back. I understand Your  
6 Honor wanted an update as to where things stand in these cases.  
7 And --

8 THE COURT: Correct.

9 MR. SHIFER: -- and probably with an eye --

10 THE COURT: I'd like to see the cases --

11 MR. SHIFER: -- towards eventual closure.

12 THE COURT: -- done and closed.

13 MR. SHIFER: I understand Your Honor. I can run  
14 through quickly what's happening at the ResCap Liquidating  
15 Trust both on the claim side and on the asset side --

16 THE COURT: Sure.

17 MR. SHIFER: -- and try to preview as much as possible  
18 what might need the Court's intervention in the future that  
19 will bring us back here --

20 THE COURT: Sooner rather than later, too.

21 MR. SHIFER: I understand, Your Honor.

22 Your Honor, on the claims side, I'm pleased to report,  
23 we're pretty much completely done. There's the current  
24 deadline to object to claims is set to expire July 13. From  
25 the Liquidating Trust's perspective, there's no need for a

1 further extension.

2 THE COURT: Okay.

3 MR. SHIFER: There were 7,500 claims that were filed  
4 in these cases, approximately. Approximately 4,500 were  
5 assigned to the Liquidating Trust. All those have been  
6 resolved.

7 THE COURT: Okay.

8 MR. SHIFER: I can't speak to the Borrower Trust. I  
9 believe there are --

10 THE COURT: Sure.

11 MR. SHIFER: -- a few pending matters that require a  
12 couple of extensions of the objection deadline. But from our  
13 perspective, we're done, Your Honor.

14 On the asset side, Your Honor, the Liquidating Trust  
15 continues to make distributions to unit holders. I think most  
16 recently, at the end of May, a further distribution of 350  
17 million dollars was announced, bringing the total number of  
18 distributions on units to \$31.76, which is the equivalent of 3  
19 billion dollars or so.

20 However, Your Honor, there's still certain assets that  
21 remain to be liquidated. Your Honor, in the last quarterly  
22 financials that were filed by the Trust, there are still  
23 approximately seventy-three million dollars in various cats and  
24 dogs, odds and ends, that are held by the Trust.

25 THE COURT: That's a lot of cats and dogs.



1 MR. SHIFER: Yeah. Well, mostly in the form of  
2 mortgage loans that weren't able to be sold during the main  
3 case. The Liquidating Trust continues to receive income on  
4 account of those loans, and it still may be possible to sell  
5 those in some sort of bulk sale or to just run them off to the  
6 end of -- to the end of the loans.

7 THE COURT: Does the case have to remain open until  
8 all those assets are gone?

9 MR. SHIFER: Your Honor, the Liquidating --

10 THE COURT: It doesn't seem to me it does.

11 MR. SHIFER: -- Trust is actually -- has a finite  
12 term. Your Honor may recall under the plan there was an  
13 initial term of three years that was set. At the end of 2017  
14 we sought a one-year extension. The Trust is currently set to  
15 expire December 17th, 2018.

16 THE COURT: Give me that date again.

17 MR. SHIFER: Pardon me?

18 THE COURT: Give me that date again.

19 MR. SHIFER: December 17th ,2018.

20 THE COURT: Okay.

21 MR. SHIFER: And as we get closer to that deadline,  
22 we'll have to take another view as to what remains to be  
23 distributed and what might need judicial intervention.

24 As Your Honor is well aware, probably putting aside  
25 the seventy-three million and cats and dogs, one of the most

1 valuable assets that the Trust currently has is the ongoing  
2 litigations in Minnesota.

3 THE COURT: I thought most of them --

4 MR. SHIFER: My understanding is --

5 THE COURT: -- I thought most of those had been  
6 resolved.

7 MR. SHIFER: Yeah, there are eleven remaining cases.

8 THE COURT: Is it correct, all of the cases, all of  
9 the RMBS cases before me have been resolved?

10 MR. SHIFER: Yes. The only ones that I'm aware of  
11 through reporting by the Liquidating Trust are eleven cases  
12 that remain open in the District Court of Minnesota.

13 THE COURT: This is before Judge Nelson?

14 MR. SHIFER: Eleven of those are -- sorry -- ten of  
15 them, I believe, are in front of Judge Nelson.

16 THE COURT: Okay.

17 MR. SHIFER: No, sorry. Give me one second, Your  
18 Honor. Nine, I believe, are in front of Judge Nelson. Those  
19 were -- those had summary judgment motions and evidentiary  
20 motions heard, I think, just yesterday.

21 THE COURT: Oh, okay.

22 MR. SHIFER: Those will be decided mid-August.

23 THE COURT: All right.

24 MR. SHIFER: There's a date on the trial -- a trial  
25 date set for October. However, it's not like all of them are

1 going to be going to trial in October. I understand Judge  
2 Nelson set the date, and whatever is ready to go will go in  
3 October, and the rest will have to be --

4 THE COURT: There were -- where are the other two?  
5 You said -- because there were two -- there were some cases in  
6 state court.

7 MR. SHIFER: I believe all the state court cases have  
8 been resolved.

9 THE COURT: Okay.

10 MR. SHIFER: Everything is in the district court now.

11 There is one case which is in the process of being  
12 settled. And there's one case -- I don't have the judge, but I  
13 know it's not in front of Judge Nelson. She has a trial date  
14 set for --

15 THE COURT: She had a conflict -- she had a  
16 conflict --

17 MR. SHIFER: Yeah.

18 THE COURT: -- in one, because her husband is a  
19 partner at a law firm that was involved in one of the cases.

20 MR. SHIFER: That's the one, Your Honor. They have a  
21 trial date set early January 2019. And I believe summary  
22 judgment motions are scheduled for September.

23 So Your Honor, I think --

24 THE COURT: So this --

25 MR. SHIFER: -- so we'll have to see where these cases

1 are.

2 THE COURT: But I just want to be clear about this.

3 As long as those cases remain open, these cases, at least some  
4 of them, have to remain open, is what you're telling me.

5 MR. SHIFER: Correct, Your Honor.

6 THE COURT: Okay.

7 MR. SHIFER: We are trying to foresee as much as  
8 possible what might require us to come back here.

9 THE COURT: And as to -- can some of the cases be  
10 closed? I mean, Residential Funding --

11 MR. SHIFER: Actually --

12 THE COURT: -- is the plaintiff in those cases is --

13 MR. SHIFER: -- I believe that all three -- there are  
14 currently three cases open, I believe.

15 THE COURT: Okay.

16 MR. SHIFER: We closed all the other ones out. I  
17 believe the main case, ResCap is still open; GMAC Mortgage is  
18 still open; and RFC is still open.

19 THE COURT: Okay.

20 MR. SHIFER: As far as I -- I went through this with  
21 the Trust. All three are implicated in the ongoing  
22 litigations.

23 THE COURT: Okay.

24 MR. SHIFER: We'd like to close them as much as  
25 possible, certainly to cut off the payment of the U.S. Trustee

1 fees that are still being paid as the cases are open.

2 THE COURT: So the recoveries, if any, from those  
3 remaining actions in Minnesota, where do the proceeds go?

4 MR. SHIFER: They go to unit holders, after payment of  
5 expenses.

6 THE COURT: So I've had some cases where by  
7 transferring the rights between the remaining entities,  
8 everything other than the one case is -- only one case has  
9 remained open. I don't remember here whether that was done  
10 here. I'm just looking to see -- I mean, as long as these  
11 cases are open, you're paying Trustee fee -- U.S. Trustee fees  
12 and --

13 MR. SHIFER: Correct, Your Honor.

14 THE COURT: -- I'm just trying to think whether -- and  
15 I hope you and your colleagues will think about whether as  
16 much -- as many of the -- and you say there are only three  
17 cases that are remaining open?

18 MR. SHIFER: Three of the bankruptcy cases that were  
19 originally filed.

20 THE COURT: Whether one -- it could be set up so that  
21 only one has to remain open and two closed. But I'm not going  
22 to -- obviously I'm not deciding any --

23 MR. SHIFER: We can definitely look into that, Your  
24 Honor. I know the Liquidating Trust itself has been appointed  
25 as the sort of executor for all three estates.

1 THE COURT: Right.

2 MR. SHIFER: Perhaps there's some action that the  
3 Liquidating Trust can take to consolidate everything into one  
4 entity.

5 THE COURT: Yeah. And in one -- I can't remember  
6 which of my cases -- an agreement was reached and approved by  
7 the Court -- by me -- that the remaining entity would  
8 distribute assets in accordance with the priorities and  
9 schemes -- the plans that had been confirmed. It assumed that  
10 responsibility. Everything else was closed. One case remained  
11 open.

12 MR. SHIFER: Well, actually, Your Honor, I mean --

13 THE COURT: It's not -- three is not --

14 MR. SHIFER: -- through the --

15 THE COURT: -- such a big deal.

16 MR. SHIFER: -- mechanism of the units, the way they  
17 were distributed on the effective date, which took into account  
18 the varying -- what's the right word -- the recovery  
19 percentage --

20 THE COURT: Okay.

21 MR. SHIFER: -- at each estate, the fact that the  
22 units exist, and you sprinkle money -- the recoveries over  
23 them, should take into account any differences among the  
24 estates.

25 THE COURT: Right.

1 MR. SHIFER: So --

2 THE COURT: Okay.

3 MR. SHIFER: -- there was -- and while I'm up here,  
4 Your Honor, I certainly want to mention, because it's  
5 forthcoming, we do intend to file a motion to reacquire certain  
6 assets that were abandoned by the debtors. We recently  
7 discovered that assets that were previously thought to be more  
8 trouble than they were thought keeping around --

9 THE COURT: Can you do that?

10 MR. SHIFER: -- were actually valuable.

11 THE COURT: I'm expressing uncertainty --

12 MR. SHIFER: I'll reserve --

13 THE COURT: -- because I've never had anybody try  
14 to -- once assets are abandoned, you don't --

15 MR. SHIFER: We're not seeking to undo the  
16 abandonment --

17 THE COURT: -- they're not yours anymore.

18 MR. SHIFER: -- Your Honor. I think Your Honor's  
19 actually previously reviewed on this issue, that abandonment  
20 under 554 is more or less irrevocable.

21 THE COURT: Yeah.

22 MR. SHIFER: But we're seeking to acquire them as of  
23 whatever date the motion is --

24 THE COURT: Who has the properties now?

25 MR. SHIFER: It's being held in debtor bank accounts.

RESIDENTIAL CAPITAL, LLC, ET AL.

24

1 THE COURT: When are you bringing on that motion?

2 MR. SHIFER: We plan on filing it as soon as I get  
3 back to the office, Your Honor.

4 THE COURT: Do you anticipate that that's going to be  
5 a contested motion?

6 MR. SHIFER: We don't.

7 THE COURT: Okay.

8 MR. SHIFER: We don't. As far as we've -- we seek to  
9 do some diligence into the assets to see whether any other  
10 entity would have ownership rights to them. As far as we can  
11 tell, these were just segregated assets held within the  
12 debtors' estates, not transferred to the Liquidating Trust --

13 THE COURT: Okay.

14 MR. SHIFER: -- because of some perceived tax  
15 consequences which are no longer relevant.

16 THE COURT: All right. Any other motions you  
17 contemplate bringing?

18 MR. SHIFER: Other than at some point a motion to  
19 extend the life of the trust, no, Your Honor.

20 THE COURT: Okay. All right. Thank you.

21 MR. SHIFER: All right, thank you.

22 THE COURT: Mr. Rosenbaum?

23 MR. ROSENBAUM: Thank you, Your Honor. Norm  
24 Rosenbaum, Morrison & Foerster, for the Borrower Claims Trust.

25 So there's two sort of overlapping matters that impact



1 both trusts. The first is the adversary proceeding pending  
2 before Judge Lane for the recovery of --

3 THE COURT: That's the insurance.

4 MR. ROSENBAUM: Yes, that's the insurance recovery.  
5 And both trusts are co-claimants in that matter.

6 I believe Fred Walters of Walters Strohbehn is on the  
7 phone, if Your Honor -- and he's co-counsel in that matter. If  
8 Your Honor has questions about that, he can address them.  
9 Basically the brief overview is that dispositive motions have  
10 been filed in that action by both the plaintiffs and the  
11 defendants.

12 From the defendants' side, it's outcome determinative.  
13 If they prevail, the actions would be dismissed in their  
14 entirety and then the parties would have to decide about appeal  
15 issues. From the plaintiffs' perspective, it's partial summary  
16 judgment motions. I think those are to be heard -- if you'd  
17 bear with me for a second, Your Honor. Argument is scheduled  
18 for July 18th.

19 THE COURT: Okay.

20 MR. ROSENBAUM: Turning to the claims side, well,  
21 we -- Your Honor just heard Ms. Porter's motion. To the extent  
22 Your Honor would allow a proof of claim, obviously that's  
23 something that we'd have to address with an objection. There  
24 is -- from all the prior proceedings before the Court and the  
25 claims expungement, we have worked through -- in the district

1 court and in the Second Circuit -- a number of appeals that  
2 I've lost track of the exact number. But it's been multiples  
3 of ten.

4 There is one remaining appeal in which the party still  
5 has the opportunity to seek cert, which has been done before in  
6 other of the appeals.

7 THE COURT: Which appeal is that?

8 MR. ROSENBAUM: That's Aniel.

9 THE COURT: Second Circuit -- the district court and  
10 Second Circuit affirmed --

11 MR. ROSENBAUM: Everything was affirmed by --

12 THE COURT: -- what -- everything that was done here.  
13 I had several opinions dealing with Aniel in --

14 MR. ROSENBAUM: Aniel had claims both against the  
15 Liquidating Trust, which Your Honor ruled on, which she  
16 appealed to the district court and then the Second Circuit, and  
17 then moved for cert, and the Supreme Court denied the petition.

18 There was two other claims that were against the  
19 Borrowers Trust, same circumstances. This was a latter  
20 proceeding. Affirmed by the district court, affirmed by the  
21 Second Circuit. If past history is accurate --

22 THE COURT: Has her time to seek certiorari run yet,  
23 or has she filed a petition --

24 MR. ROSENBAUM: No, it hasn't. I believe it's --

25 THE COURT: -- for certiorari?

RESIDENTIAL CAPITAL, LLC, ET AL.

27

1 MR. ROSENBAUM: -- mid-August.

2 THE COURT: Okay.

3 MR. ROSENBAUM: The only other matter that's  
4 proceeding --

5 THE COURT: That's the only appeal that remains live?

6 MR. ROSENBAUM: Yeah.

7 THE COURT: Is that -- am I correct?

8 MR. ROSENBAUM: It's the only -- it's the only appeal  
9 of Your Honor's claims expungement that remains live.

10 THE COURT: Okay.

11 MR. ROSENBAUM: There's also an adversary proceeding  
12 that has been pending for quite some time that was filed by  
13 Jennifer Wilson. That was adversary proceeding 12-01936. It  
14 involves both the ResCap Liquidating Trust and the ResCap  
15 Borrower Claims Trust.

16 THE COURT: Give me the case number again.

17 MR. ROSENBAUM: 12-01936.

18 THE COURT: Okay, go ahead.

19 MR. ROSENBAUM: On July 7, 2014, Your Honor dismissed  
20 the complaint in part with prejudice and without prejudice to  
21 replead on a narrow issue relating to the Unfair Deceptive  
22 Trade Practices Act of North Carolina. Instead of taking the  
23 opportunity to file a new complaint, the plaintiff appealed --  
24 took an interlocutory appeal to the district court, and in  
25 addition, prior to Your Honor hearing the matter, the plaintiff

1 moved to withdraw the reference.

2 Your Honor ruled in your decision that that did not  
3 deprive -- the fact that that motion was pending did not  
4 deprive you of jurisdiction, and you ruled on the motion.

5 The matter -- both appeals were eventually  
6 consolidated before Judge Gardephe, and for reasons that I  
7 don't have a satisfactory explanation for, Judge Gardephe  
8 didn't rule on them until April of this year. He affirmed Your  
9 Honor's -- he denied the motion for an interlocutory appeal and  
10 he denied the motion to withdraw the reference.

11 The plaintiff in that action is now seeking additional  
12 time to appeal to the Court of Appeals.

13 We are looking at our options in that matter to see  
14 what we can do. And just to complete the picture, to remind  
15 Your Honor, Ms. Wilson, in her complaint, sought both equitable  
16 relief and damages. Ms. Wilson did not timely file the proof  
17 of claim, but the adversary proceeding was commenced prior to  
18 the bar date. And in Your Honor's decision, you deemed Ms.  
19 Wilson to have filed an informal proof of claim. So the matter  
20 kind of cuts across both trusts. To the extent we're not  
21 otherwise able to resolve this, this would be something that  
22 might come back before Your Honor.

23 THE COURT: Well, it better come back sooner rather  
24 than later, because it does seem to me that -- there's no stay  
25 of anything before me.

1 MR. ROSENBAUM: Correct, Your Honor.

2 THE COURT: And it's certainly unclear as to whether  
3 Wilson has any appellate rights in the Second Circuit, given  
4 the procedural posture of the case. There is no stay here.

5 Let's get it teed up. Did she ever --

6 MR. ROSENBAUM: Your Honor --

7 THE COURT: I don't remember -- I don't remember my  
8 ruling in this one, there were so many.

9 MR. ROSENBAUM: I appreciate there have been many.  
10 Your Honor, very briefly, the issue was her allegations that --  
11 we had moved to dismiss on res judicata grounds. The plaintiff  
12 raised allegations of fraud on the court, which Your Honor  
13 found troubling from the perspective of the debtors. And that  
14 was sort of your basis on which you dismissed without prejudice  
15 to allow her to replead.

16 We had been in discussions. I don't want to get into  
17 anything further on that.

18 THE COURT: I don't want to know about the  
19 discussions.

20 MR. ROSENBAUM: She's not here.

21 THE COURT: But I mean, this needs to get resolved.  
22 And if she's not here, I'm not going to make any rulings now,  
23 but if -- I don't know whether I -- usually, when I grant  
24 somebody leave to replead, I give them a limited amount of time  
25 to do that. I don't remember this one at all. But it seems to

1 me that the choices are -- I mean, if she appeals to the Second  
2 Circuit, it could be a year before anything happens. This is  
3 not going to sit here for a year.

4 And so you decide how you want to tee it up. If you  
5 think she had her deadline to file an amended pleading expired,  
6 do what you think is appropriate. If you think a deadline  
7 should be imposed for her to amend, come back to me. I'm not  
8 telling you what to do, I'm just telling you I'm not waiting  
9 for the Second Circuit, because it could be a year, it could be  
10 two years. That's not going to happen. There's no stay in  
11 effect in the bankruptcy court.

12 I want this teed up, and I want to get this over and  
13 done with. She'll pursue whatever appellate rights she has.  
14 That's her right to do. And she may have good claims and she  
15 may not; and I'm not making any comment about that. I have to  
16 go back and read whatever I did with respect to her case  
17 before. All I'm telling you is, I'm not waiting for some  
18 disposition from the Second Circuit.

19 Either settle it or get it teed up in the next month  
20 or two. It's really as straightforward as that, Mr. Rosenbaum.

21 MR. ROSENBAUM: Yeah, I understand, Your Honor. Thank  
22 you.

23 Your Honor, just a couple other points on the Borrower  
24 Trust. To date, the Borrower Trust has distributed  
25 approximately fifty million dollars on an interim distribution.

1 What the Borrower Trust would consider doing is, sort of in  
2 part, possibly, depending on the outcome of the Wilson matter,  
3 but the Borrower Trust would consider seeking approval to make  
4 a final distribution to the GMAC claimants. The --

5 THE COURT: How much is your -- how much is the Trust  
6 holding?

7 MR. ROSENBAUM: Approximately five-and-a-half million  
8 dollars, Your Honor. And the distribution to the RFC claimants  
9 is in part determined on what the end result of the insurance  
10 liquidation (sic) is, because there's sort of a give-back  
11 process and a subsequent distribution.

12 So the Trust would not -- the Borrowers' Trust would  
13 not be in a position to seek to make a final distribution until  
14 that litigation is concluded. But they might seek, as part of  
15 that, just to make another interim distribution to the RFC  
16 claimants.

17 THE COURT: Let me ask. How much is Wilson seeking in  
18 her claim?

19 MR. ROSENBAUM: It's unliquidated, Your Honor.

20 THE COURT: You know, another option is to seek to  
21 estimate the claim so that we can set up a reserve and go ahead  
22 and distribute everything else. But don't -- I'm not going to  
23 sit back -- I'm not talking you, Mr. Rosenbaum -- but I'm not  
24 going to sit back and wait for -- you'll tell me, maybe there's  
25 some more open things. But if Wilson's is the only open

1 borrower's claim, I'm not going to sit back and wait -- she'll  
2 go to the Second Circuit and then if she's unhappy there,  
3 she'll file a petition for certiorari. There's no stay here.  
4 Okay? There are ways that you can seek to have her claim  
5 estimated. It may be estimated at zero, it may be estimated at  
6 something else. But I think it's unreasonable to have to wait  
7 until Ms. Wilson pursues all of her potential appellate  
8 remedies, such as they are.

9 MR. ROSENBAUM: I fully understand, Your Honor, and I  
10 appreciate the input. And we will proceed as directed.

11 THE COURT: Okay. All right. Are there any other --  
12 what are the other open matters? So you and Mr. Shifer both  
13 told me about the insurance litigation that's before Judge  
14 Lane.

15 MR. ROSENBAUM: That's it, Your Honor.

16 THE COURT: What else -- so this is the one claim  
17 that's holding everything up?

18 MR. ROSENBAUM: Other than running out the appeal  
19 process on Aniel, yes, Your Honor. My understanding is that we  
20 have addressed every --

21 THE COURT: The Aniel certiorari --

22 MR. ROSENBAUM: Yes. We have addressed every single  
23 claim that needs to be addressed.

24 THE COURT: Okay. What is her deadline for filing a  
25 petition for certiorari?



1 MR. ROSENBAUM: I'm sorry?

2 THE COURT: Do you know what her deadline for filing a  
3 petition for writ of certiorari --

4 MR. ROSENBAUM: I thought the -- I don't have the  
5 specific deadline. If you want I can get back to Your Honor --

6 THE COURT: No, I don't --

7 MR. ROSENBAUM: -- but I thought it was mid-August.

8 THE COURT: Okay. So the court usually disposes of  
9 pending certiorari petitions pretty quickly.

10 MR. ROSENBAUM: Our practice has been to file a notice  
11 that we don't intend to respond. And that has -- with the  
12 other petitions -- accelerated the denial of the petitions. I  
13 don't have to tell Your Honor that they move very quickly on  
14 the --

15 THE COURT: They do. Okay. Anything else I should  
16 know?

17 MR. ROSENBAUM: No, Your Honor. Thank you very much.

18 THE COURT: Okay, thank you. I don't mean to be  
19 difficult to either of you, but I'd like to get this case over  
20 and done with.

21 MR. ROSENBAUM: I think we share that feeling, Your  
22 Honor.

23 THE COURT: I'm sure you -- I'm sure you share it.  
24 All right, thanks very much.

25 MR. ROSENBAUM: Thank you, Your Honor.

RESIDENTIAL CAPITAL, LLC, ET AL.

34

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

THE COURT: All right, we're adjourned.  
(Whereupon these proceedings were concluded at 10:48 AM)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

C E R T I F I C A T I O N

I, Penina Wolicki, certify that the foregoing transcript is a true and accurate record of the proceedings.

*Penina Wolicki*

---

Penina Wolicki (CET-569)  
AAERT Certified Electronic Transcriber  
eScribers  
352 Seventh Ave., Suite #604  
New York, NY 10001

Date: June 22, 2018

#			B	8:20;10:7;11:11 briefly (1) 29:10 bring (2) 8:19;15:19 bringing (3) 16:17;24:1,17 bulk (1) 17:5 burden (1) 12:6
\$				C
\$31.76 (1) 16:18				
A				
abandoned (2) 23:6,14 abandonment (2) 23:16,19 able (5) 5:18;7:17;8:7; 17:2;28:21 accelerated (1) 33:12 accommodating (1) 14:7 accordance (1) 22:8 According (1) 6:15 account (3) 17:4;22:17,23 accounts (1) 23:25 accurate (1) 26:21 acquire (1) 23:22 across (1) 28:20 Act (1) 27:22 action (7) 8:22,24;12:18,25; 22:2;25:10;28:11 actions (2) 21:3;25:13 active (2) 12:17;13:20 actually (5) 17:11;20:11; 22:12;23:10,19 add (2) 12:8;14:4 addition (2) 9:14;27:25 additional (1) 28:11 address (7) 4:19;5:6;6:3,11; 13:13;25:8,23 addressed (3) 32:20,22,23 Addressing (1) 10:15	adjourned (1) 34:1 adjourning (1) 14:7 adopting (1) 11:23 adversary (4) 25:1;27:11,13; 28:17 affirmed (5) 26:10,11,20,20; 28:8 again (5) 12:8;13:5;17:16, 18;27:16 against (7) 10:19,20,22;11:2, 18;26:14,18 agenda (1) 4:9 agreed (1) 11:14 agreement (1) 22:6 ahead (6) 5:4,7,7;6:13; 27:18;31:21 allegations (3) 12:10;29:10,12 Allow (4) 2:3;5:15;25:22; 29:15 allowed (1) 6:17 allowing (1) 5:10 almost (1) 13:22 although (1) 8:13 always (3) 6:6,7;8:3 amend (1) 30:7 amended (1) 30:5 among (1) 22:23 amount (1) 29:24 Aniel (5) 26:8,13,14;32:19, 21 announced (1) 16:17 anticipate (1) 24:4 anymore (1) 23:17 appeal (9) 25:14;26:4,7;27:5, 8,24;28:9,12;32:18 appealed (2)	26:16;27:23 appeals (5) 26:1,6;28:5,12; 30:1 appear (1) 13:5 appearance (1) 4:24 appears (2) 12:10,15 appellate (3) 29:3;30:13;32:7 appointed (1) 21:24 appreciate (4) 5:11;14:8;29:9; 32:10 appropriate (1) 30:6 approval (1) 31:3 approved (1) 22:6 Approximately (5) 16:4,4,23;30:25; 31:7 April (3) 10:2;11:23;28:8 Argument (1) 25:17 arguments (1) 13:8 around (1) 23:8 aside (1) 17:24 asset (2) 15:15;16:14 assets (9) 16:20;17:8;18:1; 22:8;23:6,7,14;24:9, 11 assigned (1) 16:5 assumed (1) 22:9 attend (3) 5:18,22,25 attention (1) 8:20 Aurora (12) 9:15,17,18,22; 10:2,9,16,19;11:2,5, 11,12 Aurora's (1) 11:15 available (1) 12:10 Avenue (1) 2:22 aware (2) 17:24;18:10	back (14) 5:12;7:13;15:5,19; 20:8;24:3;28:22,23; 30:7,16;31:23,24; 32:1;33:5 bank (1) 23:25 bankruptcy (6) 5:16;6:17;10:5; 11:17;21:18;30:11 bar (6) 12:17,21,22;13:2, 12;28:18 based (8) 6:15;9:3;10:4,20; 11:10,16;12:10,14 basically (2) 11:14;25:9 basis (2) 12:6;29:14 bear (2) 6:1;25:17 become (1) 7:17 befell (1) 12:16 beg (1) 5:15 behalf (1) 4:17 believing (1) 6:16 better (1) 28:23 big (1) 22:15 billion (1) 16:19 Borrower (8) 8:11;16:8;24:24; 27:15;30:23,24;31:1, 3 Borrowers (2) 4:5;26:19 Borrowers' (1) 31:12 borrower's (1) 32:1 both (13) 10:16,19;12:23; 15:15;25:1,5,10; 26:14;27:14;28:5,15, 20;32:12 bought (1) 7:16 brief (1) 25:9 briefed (1) 9:2 briefing (3)	California (3) 6:3;7:1,6 can (18) 5:1;6:17;7:19; 12:1;14:12,15,19; 15:13;20:9;21:23; 22:3;23:9;24:10; 25:8;28:14;31:21; 32:4;33:5 Capital (1) 4:3 Carolina (1) 27:22 case (20) 5:11,19;9:3,11,12; 10:11,16,23;17:3,7; 19:11,12;20:17;21:8, 8;22:10;27:16;29:4; 30:16;33:19 cases (22) 15:6,10;16:4;18:7, 8,9,11;19:5,7,19,25; 20:3,3,9,12,14;21:1, 6,11,17,18;22:6 category (1) 6:21 cats (3) 16:23,25;17:25 CC (1) 2:2 cede (1) 14:23 cert (2) 26:5,17 certain (2) 16:20;23:5 certainly (3) 20:25;23:4;29:2 certiorari (7) 26:22,25;32:3,21, 25;33:3,9 challenge (1) 12:9 changing (1) 14:7 Chapter (1) 5:16 child (2) 5:23;12:16

<b>children (1)</b> 7:18	<b>conference (1)</b> 4:9	15,18,24;20:2,6,9,12, 15,19,23;21:2,6,14, 20:22:1,5,7,13,15,20, 25:23:2,9,11,13,17, 21,24;24:1,4,7,13,16, 20,22;25:3,19,24; 26:1,7,9,9,12,16,17, 20,22,25;27:2,5,7,10, 16,18,24;28:12,23; 29:2,7,12,18,21; 30:11;31:5,17,20; 32:11,16,21,24;33:2, 6,8,8,15,18,23;34:1	21:22 <b>decision (2)</b> 28:2,18 <b>deemed (1)</b> 28:18 <b>defendants (3)</b> 9:10;11:4;25:11 <b>defendants' (1)</b> 25:12 <b>definitely (1)</b> 21:23 <b>delay (1)</b> 6:19 <b>denial (1)</b> 33:12 <b>denied (4)</b> 10:10;26:17;28:9, 10 <b>depending (1)</b> 31:2 <b>deprive (2)</b> 28:3,4 <b>describe (1)</b> 7:19 <b>determinative (1)</b> 25:12 <b>determined (1)</b> 31:9 <b>differences (1)</b> 22:23 <b>difficult (1)</b> 33:19 <b>diligence (1)</b> 24:9 <b>directed (1)</b> 32:10 <b>discovered (1)</b> 23:7 <b>discussions (2)</b> 29:16,19 <b>dismiss (5)</b> 10:8,9,17;11:3; 29:11 <b>dismissal (1)</b> 11:2 <b>dismissed (9)</b> 8:23;9:3;10:18,20, 21;11:18;25:13; 27:19;29:14 <b>disposes (1)</b> 33:8 <b>disposition (1)</b> 30:18 <b>dispositive (1)</b> 25:9 <b>distribute (2)</b> 22:8;31:22 <b>distributed (3)</b> 17:23;22:17;30:24 <b>distribution (7)</b> 16:16;30:25;31:4, 8,11,13,15 <b>distributions (2)</b>	16:15,18 <b>District (17)</b> 2:4;6:24;8:22,23; 10:8,18,21;11:1; 12:18,25;18:12; 19:10;25:25;26:9,16, 20:27:24 <b>Doc (1)</b> 2:2 <b>docket (2)</b> 9:9;12:18 <b>dogs (3)</b> 16:24,25;17:25 <b>dollars (5)</b> 16:17,19,23; 30:25;31:8 <b>done (8)</b> 15:12,23;16:13; 21:9;26:5,12;30:13; 33:20 <b>due (1)</b> 5:16 <b>during (3)</b> 5:17;13:1;17:2
<b>choices (1)</b> 30:1	<b>conferences (1)</b> 4:20	<b>Court's (2)</b> 8:19;15:18		
<b>Circuit (11)</b> 8:18;26:1,9,10,16, 21;29:3;30:2,9,18; 32:2	<b>confirmation (1)</b> 13:3	<b>current (1)</b> 15:23	<b>D</b>	
<b>circumstances (4)</b> 8:15;12:9,16; 26:19	<b>confirmed (1)</b> 22:9	<b>currently (3)</b> 17:14;18:1;20:14	<b>damages (1)</b> 28:16	
<b>Claim (19)</b> 2:3;4:22,22,23; 6:18;8:7;11:8;12:11; 13:4;15:15;25:22; 28:17,19;31:18,21; 32:1,4,16,23	<b>conflict (2)</b> 19:15,16	<b>cut (1)</b> 20:25	<b>date (16)</b> 12:17,21,23;13:2, 12:17:16,18;18:24, 25;19:2,13,21;22:17; 23:23;28:18;30:24	
<b>Claimant (2)</b> 2:3;5:15	<b>connection (1)</b> 9:2	<b>cuts (1)</b> 28:20	<b>daughter (3)</b> 5:24;13:22,24	
<b>claimants (3)</b> 31:4,8,16	<b>consequences (1)</b> 24:15		<b>day (2)</b> 5:12;7:13	
<b>Claims (13)</b> 4:5;8:12;15:22,24; 16:3;24:24;25:20, 25;26:14,18;27:9,15; 30:14	<b>consider (2)</b> 31:1,3		<b>deadline (8)</b> 15:24;16:12; 17:21;30:5,6;32:24; 33:2,5	
<b>clear (1)</b> 20:2	<b>consolidate (1)</b> 22:3		<b>deal (5)</b> 4:10,13,15,21; 22:15	
<b>clerk (1)</b> 14:2	<b>consolidated (1)</b> 28:6		<b>dealing (1)</b> 26:13	
<b>clerks (1)</b> 14:19	<b>contemplate (1)</b> 24:17		<b>dear (2)</b> 5:23,24	
<b>close (1)</b> 20:24	<b>contested (1)</b> 24:5		<b>Debtor (2)</b> 2:4;23:25	
<b>closed (5)</b> 15:12;20:10,16; 21:21;22:10	<b>Continue (1)</b> 2:3		<b>debtors (2)</b> 23:6;29:13	
<b>closer (1)</b> 17:21	<b>continues (2)</b> 16:15;17:3		<b>debtors' (1)</b> 24:12	
<b>closure (1)</b> 15:11	<b>control (2)</b> 6:20;12:12		<b>December (2)</b> 17:15,19	
<b>co-claimants (1)</b> 25:5	<b>copies (3)</b> 9:6;14:3,19		<b>Deceptive (1)</b> 27:21	
<b>co-counsel (1)</b> 25:7	<b>copy (1)</b> 11:25		<b>decide (2)</b> 25:14;30:4	
<b>colleagues (1)</b> 21:15	<b>Corp (1)</b> 9:15		<b>decided (1)</b> 18:22	
<b>coming (1)</b> 14:8	<b>counsel (1)</b> 12:25		<b>deciding (1)</b>	
<b>commenced (1)</b> 28:17	<b>country (1)</b> 5:17			
<b>comment (1)</b> 30:15	<b>counts (3)</b> 10:19,20;11:12			
<b>complaint (3)</b> 27:20,23;28:15	<b>couple (3)</b> 12:13;16:12;30:23			
<b>complete (1)</b> 28:14	<b>course (1)</b> 13:2			
<b>completely (1)</b> 15:23	<b>Court (182)</b> 2:4;4:2,7,10,13,15, 18,21;5:1,4,9,15,20; 6:1,6,8,10,13,22;7:1, 6,9,11,19,24;8:2,5,8, 10,21,22,23,25;9:1,8, 10,13,17,20,22,25; 10:4,8,11,12,16,18, 20,21,23,25,25;11:2, 6,9,10,13,16,21,25; 12:3,18,24,25;13:1, 8,10,14,17,25;14:5,9, 12,15,18,21;15:4,8, 10,12,16,20;16:2,7, 10,25;17:7,10,16,18, 20;18:3,5,8,12,13,16, 21,23;19:4,6,7,9,10,			
<b>comply (1)</b> 12:20				
<b>concluded (2)</b> 31:14;34:2				

<b>entity (4)</b> 9:14;22:4,7;24:10 <b>entries (1)</b> 12:19 <b>equitable (1)</b> 28:15 <b>equivalent (1)</b> 16:18 <b>eScribers (1)</b> 2:21 <b>estate (1)</b> 22:21 <b>estates (3)</b> 21:25;22:24;24:12 <b>estimate (1)</b> 31:21 <b>estimated (3)</b> 32:5,5,5 <b>events (1)</b> 12:14 <b>eventual (1)</b> 15:11 <b>eventually (1)</b> 28:5 <b>evidentiary (1)</b> 18:19 <b>exact (1)</b> 26:2 <b>excusable (5)</b> 6:16,18;8:17;12:6,7 <b>excused (1)</b> 14:15 <b>executor (1)</b> 21:25 <b>exist (1)</b> 22:22 <b>expenses (1)</b> 21:5 <b>expire (2)</b> 15:24;17:15 <b>expired (1)</b> 30:5 <b>explanation (3)</b> 12:20;13:6;28:7 <b>expressing (1)</b> 23:11 <b>expungement (2)</b> 25:25;27:9 <b>extend (1)</b> 24:19 <b>extension (2)</b> 16:1;17:14 <b>extensions (1)</b> 16:12 <b>extensive (1)</b> 11:11 <b>extent (2)</b> 25:21;28:20 <b>eye (1)</b> 15:9	<b>F</b>	14:23 <b>five (1)</b> 13:2 <b>five-and-a-half (1)</b> 31:7 <b>flight (1)</b> 14:8 <b>Foerster (2)</b> 4:5;24:24 <b>foreclosed (1)</b> 7:4 <b>foresee (1)</b> 20:7 <b>forgiveness (1)</b> 5:21 <b>form (1)</b> 17:1 <b>forth (1)</b> 8:13 <b>forthcoming (1)</b> 23:5 <b>found (1)</b> 29:13 <b>Frankel (1)</b> 15:1 <b>fraud (1)</b> 29:12 <b>Fred (1)</b> 25:6 <b>front (3)</b> 18:15,18;19:13 <b>fully (1)</b> 32:9 <b>Funding (2)</b> 9:15;20:10 <b>further (3)</b> 16:1,16;29:17 <b>future (1)</b> 15:18	<b>Good (6)</b> 4:4;5:8,9;14:25; 15:5;30:14 <b>grant (1)</b> 29:23 <b>granted (2)</b> 10:10;11:3 <b>grounds (2)</b> 9:5;29:11 <b>group (1)</b> 13:23	23:18;27:9;28:9,18 <b>hope (1)</b> 21:15 <b>hoped (1)</b> 7:15 <b>hoping (1)</b> 6:16 <b>hurt (1)</b> 5:12 <b>husband (3)</b> 7:5;12:16;19:18	
	<b>fact (3)</b> 13:3;22:21;28:3 <b>failed (3)</b> 5:20;8:17;13:4 <b>failure (2)</b> 11:8;12:11 <b>fall (1)</b> 6:20 <b>family (2)</b> 5:12;8:14 <b>far (3)</b> 20:20;24:8,10 <b>favor (1)</b> 10:18 <b>fee (1)</b> 21:11 <b>feel (1)</b> 8:16 <b>feeling (1)</b> 33:21 <b>fees (2)</b> 21:1,11 <b>felt (1)</b> 5:20 <b>few (1)</b> 16:11 <b>fifty (1)</b> 30:25 <b>File (15)</b> 2:2;4:23;5:15; 6:17;7:2;8:7;12:11; 13:4,6;23:5;27:23; 28:16;30:5;32:3; 33:10 <b>filed (13)</b> 2:4;6:22;8:23; 10:8,9;12:24;16:3, 22:21;19:25;10; 26:23;27:12;28:19 <b>filing (4)</b> 10:4;24:2;32:24; 33:2 <b>filings (1)</b> 10:4 <b>final (2)</b> 31:4,13 <b>Financial (4)</b> 9:15;10:12,14,15 <b>financials (1)</b> 16:22 <b>fine (1)</b> 14:16 <b>finite (1)</b> 17:11 <b>firm (1)</b> 19:19 <b>first (5)</b> 4:8,13;5:8;13:24; 25:1 <b>Fischer (1)</b>	<b>G</b>	<b>Gardephe (2)</b> 28:6,7 <b>general (1)</b> 14:22 <b>Genworth (8)</b> 10:12,14,15,16,19, 20;11:2,5 <b>Genworth's (1)</b> 11:15 <b>give-back (1)</b> 31:10 <b>given (1)</b> 29:3 <b>giving (1)</b> 9:4 <b>Glendale (2)</b> 6:4;8:2 <b>GMAC (10)</b> 5:16;8:23;9:14,20, 23;10:22;11:18; 12:25;20:17;31:4	<b>H</b>	<b>I</b>
		<b>happen (2)</b> 5:10;30:10 <b>happening (1)</b> 15:14 <b>happens (1)</b> 30:2 <b>hard (1)</b> 7:14 <b>heard (3)</b> 18:20;25:16,21 <b>Hearing (4)</b> 2:2;8:15;14:18; 27:25 <b>held (3)</b> 16:24;23:25;24:11 <b>help (1)</b> 8:7 <b>hence (1)</b> 7:16 <b>herself (1)</b> 13:23 <b>history (1)</b> 26:21 <b>holders (2)</b> 16:15;21:4 <b>holding (2)</b> 31:6;32:17 <b>home (4)</b> 6:6,7;8:3;13:13 <b>Homecomings (1)</b> 9:24 <b>Honor (81)</b> 4:4,8,12,16;5:2,8, 14;6:5,12,21,25;7:3, 8,13,21;8:1,4,6,9,13, 19;11:19;12:5;13:9, 16,19;14:4,11,24,25; 15:2,6,13,21,22; 16:13,14,20,21;17:9, 12,24;18:18;19:20, 23;20:5;21:13,24; 22:12;23:4,18;24:3, 19,23;25:7,8,17,21, 22;26:15;27:19,25; 28:2,15,22;29:1,6, 10,12;30:21,23;31:8, 19;32:9,15,19;33:5, 13,17,22,25 <b>Honor's (4)</b>	<b>identified (1)</b> 9:14 <b>impact (1)</b> 24:25 <b>implicated (1)</b> 20:21 <b>imposed (1)</b> 30:7 <b>including (1)</b> 6:19 <b>income (2)</b> 7:15;17:3 <b>informal (1)</b> 28:19 <b>initial (2)</b> 10:3;17:13 <b>initially (1)</b> 11:11 <b>initiated (1)</b> 9:13 <b>input (1)</b> 32:10 <b>Instead (1)</b> 27:22 <b>insurance (4)</b> 25:3,4;31:9;32:13 <b>insurer (1)</b> 10:15 <b>intend (2)</b> 23:5;33:11 <b>interim (2)</b> 30:25;31:15 <b>interlocutory (2)</b> 27:24;28:9 <b>interpreted (1)</b> 8:18 <b>intervention (2)</b> 15:18;17:23 <b>into (6)</b> 21:23;22:3,17,23; 24:9;29:16 <b>involved (1)</b> 19:19 <b>involves (1)</b> 27:14 <b>irrevocable (1)</b> 23:20 <b>issue (3)</b>		

23:19;27:21;29:10 <b>issues (1)</b> 25:15 <b>item (1)</b> 8:20	6:22,23 <b>least (1)</b> 20:3 <b>Leave (3)</b> 2:2;4:23;29:24 <b>less (1)</b> 23:20 <b>letter (1)</b> 13:21 <b>Levin (1)</b> 15:1 <b>liability (1)</b> 5:13 <b>life (2)</b> 5:23;24:19 <b>limited (1)</b> 29:24 <b>liquidated (1)</b> 16:21 <b>Liquidating (15)</b> 4:6,19;15:1,14,25; 16:5,14;17:3,9; 18:11;21:24;22:3; 24:12;26:15;27:14 <b>liquidation (1)</b> 31:10 <b>Litigate (1)</b> 2:4 <b>litigation (3)</b> 10:3;31:14;32:13 <b>litigations (2)</b> 18:2;20:22 <b>live (2)</b> 27:5,9 <b>lived (2)</b> 7:24,25 <b>livelihood (2)</b> 7:4,10 <b>living (3)</b> 6:8;7:1,6 <b>LLC (1)</b> 2:21 <b>Loan (4)</b> 9:17,18,20;10:1 <b>loans (3)</b> 17:2,4,6 <b>Lolina (2)</b> 2:4;5:2 <b>long (2)</b> 20:3;21:10 <b>longer (1)</b> 24:15 <b>look (1)</b> 21:23 <b>looking (2)</b> 21:10;28:13 <b>lost (1)</b> 26:2 <b>lot (3)</b> 5:11,17;16:25	<b>magistrate (4)</b> 9:3;10:17;11:1,14 <b>magistrate's (2)</b> 10:21;11:23 <b>main (2)</b> 17:2;20:17 <b>making (1)</b> 30:15 <b>many (4)</b> 12:15;21:16;29:8, 9 <b>matter (15)</b> 4:8,13;5:22;8:20; 10:5,8;14:1;25:5,7; 27:3,25;28:5,13,19; 31:2 <b>matters (6)</b> 5:18,25;14:13; 16:11;24:25;32:12 <b>May (10)</b> 10:24;13:21;14:4; 16:16;17:4,12;30:14, 15;32:5,5 <b>maybe (1)</b> 31:24 <b>mean (7)</b> 5:22;20:10;21:10; 22:12;29:21;30:1; 33:18 <b>meant (1)</b> 5:11 <b>mechanism (1)</b> 22:16 <b>mention (1)</b> 23:4 <b>meticulously (1)</b> 11:12 <b>mid-August (3)</b> 18:22;27:1;33:7 <b>might (5)</b> 15:18;17:23;20:8; 28:22;31:14 <b>million (5)</b> 16:17,23;17:25; 30:25;31:7 <b>Minnesota (3)</b> 18:2,12;21:3 <b>money (1)</b> 22:22 <b>Monterey (1)</b> 6:3 <b>month (1)</b> 30:19 <b>more (3)</b> 23:7,20;31:25 <b>morning (6)</b> 4:4,5;8,9,14; 14:10,25 <b>Morrison (2)</b> 4:5;24:24 <b>mortgage (2)</b> 17:2;20:17 <b>most (4)</b>	16:15;17:25;18:3, 5 <b>mostly (1)</b> 17:1 <b>mother (2)</b> 7:15,17 <b>Motion (20)</b> 2:2,3;4:22;5:7; 8:23;10:4,9;11:3; 13:6,21;23:5,23; 24:1,5,18;25:21; 28:3,4,9,10 <b>motions (9)</b> 10:7,17,17;18:19, 20;19:22;24:16; 25:9,16 <b>movant's (2)</b> 6:20;12:12 <b>move (2)</b> 14:13;33:13 <b>moved (3)</b> 26:17;28:1;29:11 <b>much (15)</b> 5:11;8:8;13:14; 14:8,9;15:17,23; 20:7,24;21:16;31:5, 5,17;33:17,24 <b>multiple (1)</b> 12:24 <b>multiples (1)</b> 26:2 <b>myself (2)</b> 5:3;13:23	27:22 <b>note (1)</b> 12:13 <b>notice (6)</b> 9:5;10:5;11:17; 12:22;13:1;33:10 <b>notices (1)</b> 12:24 <b>November (1)</b> 12:21 <b>number (5)</b> 9:4;16:17;26:1,2; 27:16 <b>NY (1)</b> 2:23
<b>J</b>				<b>O</b>
<b>January (1)</b> 19:21 <b>Jennifer (1)</b> 27:13 <b>Joseph (1)</b> 14:25 <b>judge (11)</b> 11:1;18:13,15,18; 19:1,12,13;25:2; 28:6,7;32:13 <b>judgment (3)</b> 18:19;19:22;25:16 <b>judicata (2)</b> 9:5;29:11 <b>judicial (2)</b> 9:5;17:23 <b>July (3)</b> 15:24;25:18;27:19 <b>June (2)</b> 10:5;12:18 <b>jurisdiction (1)</b> 28:4				<b>object (1)</b> 15:24 <b>objection (3)</b> 4:22;16:12;25:23 <b>obviously (3)</b> 8:14;21:22;25:22 <b>occasions (1)</b> 13:1 <b>October (3)</b> 18:25;19:1,3 <b>odds (1)</b> 16:24 <b>off (2)</b> 17:5;20:25 <b>offered (1)</b> 12:20 <b>office (1)</b> 24:3 <b>once (2)</b> 11:17;23:14 <b>one (24)</b> 7:4;8:20;9:4; 13:21,21;14:4; 17:25;18:17;19:11, 12,18,19,20;21:8,8, 20,21;22:3,5,10; 26:4;29:8,25;32:16 <b>ones (2)</b> 18:10;20:16 <b>one-year (1)</b> 17:14 <b>ongoing (2)</b> 18:1;20:21 <b>only (10)</b> 13:11;18:10;21:8, 16,21;27:3,5,8,8; 31:25 <b>open (17)</b> 17:7;18:12;20:3,4, 14,17,18,18;21:1,9, 11,17,21;22:11; 31:25,25;32:12 <b>operations@escribersnet (1)</b> 2:25 <b>opinion (1)</b>
<b>K</b>				
<b>keeping (1)</b> 23:8 <b>kidnapped (1)</b> 5:24 <b>kids (1)</b> 7:14 <b>kill (1)</b> 13:23 <b>kind (1)</b> 28:20 <b>Kramer (1)</b> 15:1				
<b>L</b>			<b>N</b>	
<b>lack (1)</b> 12:6 <b>Lane (2)</b> 25:2;32:14 <b>last (1)</b> 16:21 <b>late (2)</b> 4:23;6:18 <b>later (2)</b> 15:20;28:24 <b>latter (1)</b> 26:19 <b>law (2)</b> 14:2;19:19 <b>lawsuit (2)</b>		<b>Naftalis (1)</b> 15:1 <b>name (1)</b> 5:2 <b>narrow (1)</b> 27:21 <b>need (3)</b> 15:18,25;17:23 <b>needs (2)</b> 29:21;32:23 <b>neglect (5)</b> 6:16,18;8:17;12:6, 7 <b>Nelson (5)</b> 18:13,15,18;19:2, 13 <b>New (2)</b> 2:23;27:23 <b>next (1)</b> 30:19 <b>Nine (1)</b> 18:18 <b>Norm (3)</b> 4:4;8:11;24:23 <b>Norman's (1)</b> 13:20 <b>North (1)</b>		
	<b>M</b>			

10:25 <b>opinions (1)</b> 26:13 <b>opportunity (2)</b> 26:5;27:23 <b>option (1)</b> 31:20 <b>options (1)</b> 28:13 <b>order (7)</b> 8:24;9:2,4;11:1, 22,25;13:3 <b>orders (5)</b> 9:6;11:20,22;14:3, 21 <b>original (1)</b> 12:21 <b>originally (1)</b> 21:19 <b>originated (1)</b> 10:1 <b>otherwise (1)</b> 28:21 <b>out (6)</b> 2:3;5:17;7:16; 13:12;20:16;32:18 <b>outcome (2)</b> 25:12;31:2 <b>outline (1)</b> 12:14 <b>outlined (4)</b> 8:16;12:5,15,23 <b>over (3)</b> 22:22;30:12;33:19 <b>overlapping (1)</b> 24:25 <b>overview (1)</b> 25:9 <b>owned (1)</b> 7:7 <b>ownership (1)</b> 24:10	19:19 <b>party (1)</b> 26:4 <b>past (1)</b> 26:21 <b>paying (1)</b> 21:11 <b>payment (2)</b> 20:25;21:4 <b>pending (5)</b> 16:11;25:1;27:12; 28:3;33:9 <b>Penina (1)</b> 2:20 <b>perceived (1)</b> 24:14 <b>percentage (1)</b> 22:19 <b>Perhaps (1)</b> 22:2 <b>perspective (4)</b> 15:25;16:13; 25:15;29:13 <b>petition (5)</b> 26:17,23;32:3,25; 33:3 <b>petitions (3)</b> 33:9,12,12 <b>phone (1)</b> 25:7 <b>picture (1)</b> 28:14 <b>Pioneer (1)</b> 8:18 <b>place (1)</b> 12:17 <b>plaintiff (5)</b> 20:12;27:23,25; 28:11;29:11 <b>plaintiffs (1)</b> 25:10 <b>plaintiffs' (1)</b> 25:15 <b>plan (3)</b> 13:3;17:12;24:2 <b>plans (1)</b> 22:9 <b>plead (1)</b> 5:15 <b>pleading (1)</b> 30:5 <b>please (2)</b> 4:2,24 <b>pleased (1)</b> 15:22 <b>PMI (1)</b> 10:14 <b>podium (1)</b> 14:23 <b>point (3)</b> 7:25;13:12;24:18 <b>points (1)</b> 30:23	<b>Porter (37)</b> 2:5;4:11,12,13,25; 5:2,3,7,8,10;6:2,5,7, 9,12,15,24;7:3,8,10, 13,21;8:1,4,6,9,14; 9:12;12:14,17;13:1, 17,19;14:6,11,14,17 <b>Porter's (2)</b> 12:9;25:21 <b>position (3)</b> 11:15,15;31:13 <b>possible (4)</b> 15:17;17:4;20:8, 25 <b>possibly (1)</b> 31:2 <b>post-effective-date (1)</b> 10:6 <b>posture (1)</b> 29:4 <b>potential (1)</b> 32:7 <b>practice (2)</b> 10:4;33:10 <b>Practices (1)</b> 27:22 <b>pray (1)</b> 8:6 <b>prejudice (3)</b> 27:20,20;29:14 <b>pretty (2)</b> 15:23;33:9 <b>prevail (1)</b> 25:13 <b>preview (1)</b> 15:17 <b>previously (2)</b> 23:7,19 <b>prior (4)</b> 10:8;25:24;27:25; 28:17 <b>priorities (1)</b> 22:8 <b>pro (1)</b> 5:3 <b>probably (2)</b> 15:9;17:24 <b>procedural (1)</b> 29:4 <b>procedures (1)</b> 9:2 <b>proceed (1)</b> 32:10 <b>proceeding (6)</b> 25:1;26:20;27:4, 11,13;28:17 <b>proceedings (3)</b> 12:24;25:24;34:2 <b>proceeds (1)</b> 21:3 <b>process (3)</b> 19:11;31:11;32:19 <b>proffered (1)</b>	12:19 <b>programmer (1)</b> 7:14 <b>Proof (6)</b> 2:2;12:11;13:4; 25:22;28:16,19 <b>properties (3)</b> 7:16,17;23:24 <b>property (8)</b> 7:3,7,11,19,21,22, 24;8:2 <b>purposes (1)</b> 8:15 <b>pursuant (1)</b> 12:23 <b>pursue (1)</b> 30:13 <b>pursues (1)</b> 32:7 <b>put (1)</b> 13:1 <b>putting (1)</b> 17:24 <b>Q</b> <b>quarterly (1)</b> 16:21 <b>quickly (3)</b> 15:14;33:9,13 <b>quite (1)</b> 27:12 <b>R</b> <b>raised (1)</b> 29:12 <b>rather (2)</b> 15:20;28:23 <b>RE (1)</b> 2:2 <b>reached (1)</b> 22:6 <b>reacquire (1)</b> 23:5 <b>read (1)</b> 30:16 <b>ready (1)</b> 19:2 <b>really (6)</b> 5:11,18;12:12,17, 19;30:20 <b>reason (1)</b> 6:19 <b>reasonable (1)</b> 6:20 <b>reasons (3)</b> 5:16;11:3;28:6 <b>recall (1)</b> 17:12 <b>receive (1)</b> 17:3 <b>received (1)</b>	13:13 <b>receiving (1)</b> 12:22 <b>recently (2)</b> 16:16;23:6 <b>recommendation (2)</b> 10:21;11:24 <b>record (1)</b> 12:11 <b>recoveries (2)</b> 21:2;22:22 <b>recovery (3)</b> 22:18;25:2,4 <b>reference (2)</b> 28:1,10 <b>reflect (1)</b> 12:19 <b>regarding (1)</b> 5:18 <b>relating (1)</b> 27:21 <b>relevant (1)</b> 24:15 <b>relief (1)</b> 28:16 <b>remain (6)</b> 16:21;17:7;18:12; 20:3,4;21:21 <b>remained (2)</b> 21:9;22:10 <b>remaining (6)</b> 18:7;21:3,7,17; 22:7;26:4 <b>remains (3)</b> 17:22;27:5,9 <b>remedies (1)</b> 32:8 <b>remember (5)</b> 21:9;22:5;29:7,7, 25 <b>remind (1)</b> 28:14 <b>removed (1)</b> 9:13 <b>renewed (1)</b> 10:16 <b>rent (1)</b> 7:16 <b>rental (1)</b> 7:11 <b>rented (1)</b> 7:23 <b>reopened (3)</b> 10:6,23;11:17 <b>reopening (2)</b> 10:11,16 <b>replace (1)</b> 7:15 <b>replead (3)</b> 27:21;29:15,24 <b>replied (1)</b> 13:21 <b>reply (1)</b>
<b>P</b>				
<b>PACER (1)</b> 9:9 <b>paid (1)</b> 21:1 <b>papers (3)</b> 8:13;12:7,23 <b>Pardon (1)</b> 17:17 <b>part (8)</b> 7:10;10:9,10,10; 27:20;31:2,9,14 <b>partial (1)</b> 25:15 <b>particular (1)</b> 5:18 <b>parties (1)</b> 25:14 <b>partner (1)</b>				



5:22 <b>report (1)</b> 15:22 <b>reporting (1)</b> 18:11 <b>representing (1)</b> 5:3 <b>require (2)</b> 16:11;20:8 <b>res (2)</b> 9:5;29:11 <b>ResCap (8)</b> 4:5,6;8:11;15:1, 14:20;17;27:14,14 <b>research (1)</b> 6:15 <b>reserve (2)</b> 23:12;31:21 <b>Residential (3)</b> 4:3;9:14;20:10 <b>resolve (1)</b> 28:21 <b>resolved (5)</b> 16:6;18:6,9;19:8; 29:21 <b>respect (1)</b> 30:16 <b>respond (2)</b> 13:19;33:11 <b>response (1)</b> 12:15 <b>responsibility (1)</b> 22:10 <b>rest (1)</b> 19:3 <b>result (1)</b> 31:9 <b>reviewed (1)</b> 23:19 <b>RFC (3)</b> 20:18;31:8,15 <b>right (20)</b> 4:2,21;6:10;8:8; 12:3;13:14,25,25; 14:22;18:23;22:1,18, 25;24:16,20,21; 30:14;32:11;33:24; 34:1 <b>rights (4)</b> 21:7;24:10;29:3; 30:13 <b>RMBS (1)</b> 18:9 <b>Road (1)</b> 6:3 <b>Rosenbaum (75)</b> 4:3,4,5,8,14,16,19; 5:6;8:10,11,11,22; 9:1,9,12,18,21,23; 10:1,14,24;11:5,7, 10,14,19,22;12:2,5; 13:9,11,15,16;14:2, 4,6,19,20,23;24:22,	23,24;25:4,20;26:8, 11,14,24;27:1,3,6,8, 11,17,19;29:1,6,9, 20;30:20,21;31:7,19, 23;32:9,15,18,22; 33:1,4,7,10,17,21,25 <b>Rule (2)</b> 6:17;28:8 <b>ruled (5)</b> 9:3;10:18;26:15; 28:2,4 <b>ruling (1)</b> 29:8 <b>rulings (1)</b> 29:22 <b>run (3)</b> 15:13;17:5;26:22 <b>running (1)</b> 32:18  <b>S</b>  <b>sale (1)</b> 17:5 <b>same (3)</b> 5:13;10:19;26:19 <b>satisfactory (2)</b> 13:6;28:7 <b>satisfy (3)</b> 6:18;8:17;12:6 <b>schedule (1)</b> 14:7 <b>scheduled (2)</b> 19:22;25:17 <b>schemes (1)</b> 22:9 <b>se (1)</b> 5:3 <b>seat (1)</b> 5:5 <b>seated (1)</b> 4:2 <b>second (14)</b> 6:1;8:18;18:17; 25:17;26:1,9,10,16, 21;29:3;30:1,9,18; 32:2 <b>seek (7)</b> 24:8;26:5,22; 31:13,14,20;32:4 <b>seeking (5)</b> 23:15,22;28:11; 31:3,17 <b>seem (2)</b> 17:10;28:24 <b>seems (2)</b> 13:12;29:25 <b>segregated (1)</b> 24:11 <b>sell (1)</b> 17:4 <b>September (1)</b> 19:22	<b>Services (3)</b> 9:15,17,18 <b>servicing (3)</b> 9:19,20;10:2 <b>set (10)</b> 8:13;15:24;17:13, 14;18:25;19:2,14,21; 21:20;31:21 <b>settle (1)</b> 30:19 <b>settled (1)</b> 19:12 <b>Seventh (1)</b> 2:22 <b>seventy-three (2)</b> 16:23;17:25 <b>several (2)</b> 13:1;26:13 <b>share (2)</b> 33:21,23 <b>Shifer (61)</b> 4:16;14:25,25; 15:5,9,11,13,17,21; 16:3,8,11;17:1,9,11, 17,19,21;18:4,7,10, 14,17,22,24;19:7,10, 17,20,25;20:5,7,11, 13,16,20,24;21:4,13, 18,23;22:2,12,14,16, 21;23:1,3,10,12,15, 18,22,25;24:2,6,8,14, 18,21;32:12 <b>sic (4)</b> 5:16;13:20;14:24; 31:10 <b>side (7)</b> 5:12;15:15,15,22; 16:14;25:12,20 <b>significant (1)</b> 12:14 <b>single (1)</b> 32:22 <b>sit (4)</b> 30:3;31:23,24; 32:1 <b>sold (1)</b> 17:2 <b>somebody (1)</b> 29:24 <b>soon (1)</b> 24:2 <b>Sooner (2)</b> 15:20;28:23 <b>sorry (3)</b> 18:14,17;33:1 <b>sort (6)</b> 17:5;21:25;24:25; 29:14;31:1,10 <b>sought (2)</b> 17:14;28:15 <b>speak (2)</b> 11:7;16:8 <b>specific (1)</b>	33:5 <b>specifics (1)</b> 11:7 <b>sprinkle (1)</b> 22:22 <b>stand (1)</b> 15:6 <b>standards (1)</b> 8:17 <b>state (4)</b> 9:13;11:8;19:6,7 <b>statement (1)</b> 13:20 <b>status (3)</b> 4:9,20;14:22 <b>stay (6)</b> 14:12,15;28:24; 29:4;30:10;32:3 <b>stayed (1)</b> 10:5 <b>staying (1)</b> 10:8 <b>still (9)</b> 6:8;16:20,22;17:4; 20:17,18,18;21:1; 26:4 <b>straightforward (1)</b> 30:20 <b>stress (1)</b> 5:21 <b>Strohbehn (1)</b> 25:6 <b>stroke (1)</b> 7:5 <b>strongly (1)</b> 5:14 <b>subject (1)</b> 7:21 <b>submission (1)</b> 14:1 <b>subsequent (4)</b> 10:10,15;12:22; 31:11 <b>subsequently (2)</b> 10:3;11:12 <b>sued (3)</b> 9:12,13,15 <b>Suite (1)</b> 2:22 <b>summary (3)</b> 18:19;19:21;25:15 <b>Supreme (1)</b> 26:17 <b>Sure (9)</b> 4:18,25;6:11,16; 14:17;15:16;16:10; 33:23,23  <b>T</b>  <b>talking (1)</b> 31:23 <b>tax (1)</b>	24:14 <b>tee (1)</b> 30:4 <b>teed (3)</b> 29:5;30:12,19 <b>telling (4)</b> 20:4;30:8,8,17 <b>ten (2)</b> 18:14;26:3 <b>Tennessee (7)</b> 6:24;7:2,4,7,12,20, 25 <b>term (2)</b> 17:12,13 <b>test (1)</b> 8:16 <b>thanks (1)</b> 33:24 <b>though (1)</b> 9:11 <b>thought (6)</b> 18:3,5;23:7,8; 33:4,7 <b>three (8)</b> 17:13;20:13,14, 21;21:16,18,25; 22:13 <b>three-bedroom (1)</b> 7:22 <b>timely (1)</b> 28:16 <b>times (1)</b> 5:17 <b>told (1)</b> 32:13 <b>took (3)</b> 12:17;22:17;27:24 <b>total (1)</b> 16:17 <b>towards (1)</b> 15:11 <b>townhouse (1)</b> 7:22 <b>track (1)</b> 26:2 <b>Trade (1)</b> 27:22 <b>Transcribed (1)</b> 2:20 <b>transferred (4)</b> 9:19,22;10:2; 24:12 <b>transferring (1)</b> 21:7 <b>transpired (1)</b> 10:3 <b>trial (5)</b> 18:24,24;19:1,13, 21 <b>trouble (1)</b> 23:8 <b>troubling (1)</b> 29:13
--	--	---	--	---

<b>true (1)</b> 15:4	<b>updating (1)</b> 12:25	33:3	11:23;17:15,19
<b>Trust (33)</b> 4:6,6,19;8:12; 15:2,15;16:5,8,14, 22,24;17:3,11,14; 18:1,11;20:21; 21:24;22:3;24:12,19, 24;26:15,19;27:14, 15;30:24,24;31:1,3, 5,12,12	<b>usually (2)</b> 29:23;33:8	<b>write (1)</b> 11:1	<b>2019 (1)</b> 19:21
<b>Trustee (3)</b> 20:25;21:11,11	<b>V</b>	<b>Y</b>	<b>3</b>
<b>trusts (3)</b> 25:1,5;28:20	<b>vacation (1)</b> 8:1	<b>year (4)</b> 28:8;30:2,3,9	<b>3 (1)</b> 16:18
<b>Trust's (1)</b> 15:25	<b>valuable (2)</b> 18:1;23:10	<b>years (3)</b> 13:2;17:13;30:10	<b>30th (1)</b> 11:23
<b>try (2)</b> 15:17;23:13	<b>various (1)</b> 16:23	<b>yesterday (1)</b> 18:20	<b>350 (1)</b> 16:16
<b>trying (2)</b> 20:7;21:14	<b>varying (1)</b> 22:18	<b>York (1)</b> 2:23	<b>352 (1)</b> 2:22
<b>Turning (1)</b> 25:20	<b>veracity (1)</b> 8:16	<b>Z</b>	<b>4</b>
<b>two (7)</b> 19:4,5;21:21; 24:25;26:18;30:10, 20	<b>view (1)</b> 17:22	<b>zero (1)</b> 32:5	<b>4,500 (1)</b> 16:4
<b>two-bath (1)</b> 7:22	<b>W</b>	<b>1</b>	<b>5</b>
<b>U</b>	<b>wait (3)</b> 31:24;32:1,6	<b>1,025 (1)</b> 7:23	<b>554 (1)</b> 23:20
<b>uncertainty (1)</b> 23:11	<b>waiting (2)</b> 30:8,17	<b>10:48 (1)</b> 34:2	<b>7</b>
<b>unclear (1)</b> 29:2	<b>Walters (2)</b> 25:6,6	<b>10001 (1)</b> 2:23	<b>7 (1)</b> 27:19
<b>under (5)</b> 6:21;8:17;14:1; 17:12;23:20	<b>way (1)</b> 22:16	<b>10520 (1)</b> 2:2	<b>7,500 (1)</b> 16:3
<b>undisputed (1)</b> 13:12	<b>ways (1)</b> 32:4	<b>12-01936 (2)</b> 27:13,17	<b>8</b>
<b>undo (1)</b> 23:15	<b>welcome (1)</b> 14:11	<b>12-12020 (1)</b> 4:3	<b>832 (1)</b> 6:3
<b>Unfair (1)</b> 27:21	<b>weren't (1)</b> 17:2	<b>12b6 (1)</b> 10:17	<b>9</b>
<b>unfortunate (3)</b> 8:14;12:8,16	<b>Western (1)</b> 6:24	<b>13 (2)</b> 5:16;15:24	<b>9006 (1)</b> 6:17
<b>unhappy (1)</b> 32:2	<b>what's (3)</b> 12:10;15:14;22:18	<b>16th (1)</b> 12:21	<b>973406-2250 (1)</b> 2:24
<b>unit (2)</b> 16:15;21:4	<b>Whereupon (1)</b> 34:2	<b>17th (2)</b> 17:15,19	
<b>units (3)</b> 16:18;22:16,22	<b>Wilson (8)</b> 27:13;28:15,16, 19;29:3;31:2,17; 32:7	<b>18th (1)</b> 25:18	
<b>unliquidated (1)</b> 31:19	<b>Wilson's (1)</b> 31:25	<b>19th (1)</b> 10:24	
<b>unreasonable (1)</b> 32:6	<b>withdraw (2)</b> 28:1,10	<b>2</b>	
<b>up (9)</b> 15:3;21:20;23:3; 29:5;30:4,12,19; 31:21;32:17	<b>within (2)</b> 12:12;24:11	<b>2005 (1)</b> 10:1	
<b>update (1)</b> 15:6	<b>without (2)</b> 27:20;29:14	<b>2008 (1)</b> 10:2	
	<b>Wolicki (1)</b> 2:20	<b>2012 (4)</b> 10:6;12:18,21; 13:20	
	<b>word (1)</b> 22:18	<b>2014 (1)</b> 27:19	
	<b>worked (1)</b> 25:25	<b>2016 (1)</b> 10:24	
	<b>working (2)</b> 7:14,16	<b>2017 (1)</b> 17:13	
	<b>writ (1)</b>	<b>2018 (3)</b>	